



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

15 November 20, 2015

Los Angeles County
Board of Supervisors

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First District

Mark Ridley-Thomas
Second District

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Fourth District

Michael D. Antonovich
Fifth District

November 03, 2015


PATRICK OZAWA
ACTING EXECUTIVE OFFICER

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 1 TO AGREEMENT NO. H-705933 FOR
THE WEB-BASED ECONSULT SYSTEM AND RELATED SERVICES WITH
SAFETY NET CONNECT, INC.
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

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Los Angeles, CA 90012

Tel: (213) 240-8101
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www.dhs.lacounty.gov

*To ensure access to high-quality,
patient-centered, cost-effective
health care to Los Angeles County
residents through direct services at
DHS facilities and through
collaboration with community and
university partners.*

SUBJECT

Request approval of Amendment No. 1 to Agreement No. H-705933 for the web-based eConsult System and Related Services with Safety Net Connect, Inc. to amend provisions to the Agreement, increase the maximum number of contract sites, and increase the maximum contract sum accordingly.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services (Director), or his designee, to execute Amendment No. 1 (Amendment) to Agreement No. H-705933 (Agreement) with Safety Net Connect, Inc. (SNC) for the provision of web-based eConsult System and Related Services, effective upon Board approval, to: a) increase the maximum number of contract sites from 407 to 503 sites; b) increase the pool dollars for additional work and system enhancements; c) increase the maximum contract sum accordingly from \$7,000,000 to \$7,459,418 during the Agreement term through October 28, 2017; and d) update provisions to ensure appropriate safeguards are in place to protect



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confidential/sensitive information, such as personally identifiable information and protected health information.

2. Delegate authority to the Director, or his designee, to execute future amendments and/or change notices, as applicable, to: i) add, delete, and/or change non-substantive terms and conditions in the Agreement; ii) add/delete contract sites and approve necessary changes to scope in services and/or make any necessary changes required by either State or Federal law; and iii) increase the total maximum contract sum by no more than ten percent above the total maximum contract sum for a potential increase of \$745,941 during the Agreement term to provide additional work as described below, subject to review and approval by County Counsel, Chief Executive Office, and notice to the Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first recommended action will enable the Department of Health Services (DHS) to expand the provision of specialty physician consults for primary care providers; include access for mental health providers and other health care professionals in the County of Los Angeles (County); increase the maximum contract sum accordingly; and strengthen security requirements in the Agreement to further protect the confidentiality of patient data.

On October 29, 2013, the Board approved the Agreement with SNC to establish a web-based system that allows primary care physicians and specialists to securely share health information and discuss patient care. The monitoring, trending, and reporting data demonstrate that eConsult benefits patients by enabling faster access to specialty care, improving health outcomes with earlier specialist intervention, and reducing wait time for specialty appointments. Such data also reveals that eConsult increases overall access to specialty care by reducing the number of unnecessary specialty care visits, reducing the time it takes to make an appointment for patients with specialty care needs, improving patient quality of care through better collaboration between primary care physicians and specialists, and reducing costs by eliminating unnecessary referrals and decreasing the number of follow-up visits to specialists.

The eConsult network currently consists of 3,100 medical providers located at 391 sites throughout the County (174 DHS sites, 180 Community Partner sites, and 37 other sites operated by various County departments). DHS plans to expand eConsult access to mental health providers at Department of Mental Health (DMH) clinics to improve the integration and coordination of medical and behavioral healthcare provided to County patients, and include all new Community Partners participating in My Health LA. As a result, DHS anticipates a need for an additional 96 sites at a cost of \$399,168, and additional work/system enhancements at a cost of \$60,250, for a combined total increase of \$459,418. DHS plans to expand its eConsult network beginning in the Fall of 2015.

The first recommended action also requires for this Amendment to update the Business Associate provisions and include new data security requirements to ensure appropriate safeguards are in place to further protect the confidential/sensitive information of County patients such as personally identifiable information and protected health information.

Approval of the second recommended action will allow the Director, or his designee, to: i) add, delete, and/or change non-substantive terms and conditions in the Agreement; and ii) add/delete facilities and approve necessary changes to scope-in-services with no change to the Agreement maximum obligation. In addition, approval of this recommendation will also allow the Director to execute Amendments to increase the total maximum contract sum by no more than ten percent

above the initial total maximum contract sum during the term of the Agreement for additional work that includes customizations, modifications, or development of system improvements that requires no change to any term or condition of the Agreement or any additional required changes mandated by State or Federal law. Such delegated authority will enable DHS to sustain the eConsult's objectives and refine the processes during the Agreement term while expanding eConsult utilization throughout the County.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness/Fiscal Sustainability, and Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total maximum obligation for the Agreement's four-year term will be \$7,459,418. Funding is included in the DHS Fiscal Year 2015-2016 Final Budget and will be requested as continuing appropriation in future fiscal years, as needed.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On October 29, 2013, the Board approved a Sole Source Agreement with SNC to provide a web-based eConsult System and related services to enable primary care physicians and other health care professionals to consult with DHS specialists to address the specialty care needs of patients served by all DHS facilities and Community Partner clinics, including other County departments and health care organizations. DHS subsequently executed a change notice to add additional sites for providers from Community Partners participating in My Health LA, including providers from the Department of Public Health, Sheriff's Department (Medical Services Bureau), and Juvenile Courts Health System.

County Counsel has reviewed and approved Exhibit I as to form.

CONTRACTING PROCESS

County Counsel has advised that this Agreement is for the acquisition of an Information Technology system, and therefore, not subject to Proposition A requirements. The CIO has reviewed the Amendment and recommends approval. The CIO Analysis is attached (Attachment A).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will increase access to DHS specialists by other County departments and Community Partner clinic sites.

Respectfully submitted,

A handwritten signature in black ink that reads "Mitchell Katz". The signature is written in a cursive, slightly slanted style.

Mitchell H. Katz, M.D.

Director

Reviewed by:

A handwritten signature in black ink that reads "Richard Sanchez". The signature is written in a cursive, slightly slanted style.

RICHARD SANCHEZ

Chief Information Officer

MHK:RS:ck

Enclosures

c: Chief Executive Office
Executive Office, Board of Supervisors
County Counsel



RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

Office of the CIO CIO Analysis

NUMBER:

CA15-18

DATE:

10/13/15

SUBJECT:

APPROVAL OF AMENDMENT NO. 1 TO AGREEMENT NO. H-705933 FOR THE WED-BASED ECONSULT SYSTEM AND RELATED SERVICES WITH SAFETY NET CONNECT, INC.

RECOMMENDATION:

☒ Approve☐ Approve with Modification☐ Disapprove

CONTRACT TYPE:

☐ New Contract☒ Sole Source☒ Amendment to Contract #: H-705933☐ Other: Describe contract type.

CONTRACT COMPONENTS:

☐ Software☐ Hardware☐ Telecommunications☒ Professional Services

SUMMARY:

Department Executive Sponsor: **Mitchell H. Katz, M.D., Director of Health Services**

Description:

1. Execute Amendment 1 to Agreement H-705933 with Safety Net Connect, Inc. (SNC), to increase the eConsult system and related services to contract sites from 407 to 503 and the contract amount from \$7,000,000 to \$7,459,418.
2. Delegate authority to execute future amendments to: i) add, delete, and/or change non-substantive terms and conditions in the Agreement; ii) add/delete contract sites to approve mandated or non-mandated changes to scope-of-service; and iii) increase the total maximum contract sum by no more than ten percent above the total maximum contract sum for an increase of \$745,941.

Contract Amount: **\$7,459,418**Funding Source: **DHS Fiscal Year (FY)
2015-16 Final Budget**☐ Legislative or Regulatory Mandate☐ Subvened/Grant Funded:

Strategic and Business Analysis


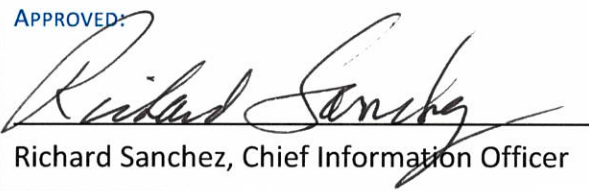
PROJECT GOALS AND OBJECTIVES:

The eConsult solution aligns with the Department of Health Services (DHS or Department) goal to improve patient care and reduce costs and improve operational efficiencies by facilitating electronic consultations between Primary Care Providers (PCPs) and Specialist Physicians (SPs).

This approach is part of the Department's comprehensive efforts to transform itself into an integrated delivery system to improve patient care and service by reducing unnecessary in-person specialist visits, improve

	<p>patient care cycle time, and reduce costs by eliminating unnecessary specialist visits. This amendment enhances the number of sites for greater benefits to the constituents.</p> <hr/> <p>BUSINESS DRIVERS:</p> <p>The key business drivers for the project are:</p> <ol style="list-style-type: none"> 1. Provide timely and coordinated patient care. The eConsult process will initiate timely communications between the PCPs and SPs and this coordination will result in improved care for patients. 2. Reduce overall healthcare costs by cutting down unnecessary patient referrals to SPs as the treatment needs are evaluated upfront via electronic means. 3. Streamline the operations by having patients visit SPs only when needed; thereby reducing the number of no-shows and delays. 4. Mental Health patients will get the same benefits that have been extended to other patients in the County system. <hr/> <p>PROJECT ORGANIZATION:</p> <p>Hal Yee, M.D., is the IT Project Executive Sponsor. Paul Giboney, M.D., is the Business Project Director. Kevin Lynch is the CIO. There will be a team within DHS Information Technology that will be working with the clinical, business, and SNC Project team.</p> <hr/> <p>PERFORMANCE METRICS:</p> <p>The DHS clinical team will continue to collect data on patient satisfaction, cycle times, and clinical measures. DHS reported that eConsult reduced avoidable specialty care referrals in Neurology, Cardiology, Dermatology, and Obstetrics by 34%.</p> <hr/> <p>STRATEGIC AND BUSINESS ALIGNMENT:</p> <p>This expansion of 96 sites will focus on giving eConsult access to mental health providers at the Department of Mental Health clinics. It will also include all new Community Partners (CP) participating in My Health LA.</p> <hr/> <p>PROJECT APPROACH:</p> <p>eConsult is a Software as a Service (SaaS) application. The application will continue to be implemented in group sites. SNC will group sites as determined by DHS and will configure and test those sites. There will be multiple phases of this project.</p> <p>Out of the contract maximum of 407 sites, eConsult has been implemented at 392 active sites. These include 174 DHS-based sites, 180 My Health LA program sites, and 38 sites operated by other County departments. DHS is requesting Board approval for an additional 96 sites</p>
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	<p>to include Department of Mental Health sites. The implementation time frame is around four months.</p> <p>ALTERNATIVES ANALYZED:</p> <p>This is a Sole Source Agreement based on successful results of a pilot that was fully funded by L.A. Care.</p>
Technical Analysis	<p>ANALYSIS OF PROPOSED IT SOLUTION:</p> <p><u>Functionality of the system:</u> The eConsult system improves the health of the patient population by providing electronic access to a range of medical specialists in a cost-effective manner. The messaging system allows the SPs to respond in a timely manner and their participation early on works as an effective filter for proper referrals.</p> <p>Since specialty resources are expensive, communication between PCPs and SPs beforehand helps physicians organize even before the scheduled appointment.</p> <p>The information trail and patient information is stored in a secured database. The medical history is available for future reference.</p> <p><u>Application Architecture:</u> eConsult has been developed by SNC. SNC is a joint venture of two companies – NetChemistry and ELM Technologies. It is a multi-tiered application developed on Apache as the Application server layer and Oracle as the Database. The language used is Module Practical Extration and Reporting Language (MOD PERL), an improved version of PERL. DHS has been utilizing and custom tailoring the system for the last year (as an authorized user via the L.A. Care MOU) and the system has scaled without any significant issues. The product will continue to be implemented in groups of sites. As more clinics are added, the number of sites will increase. The product has already served 25,000 eConsults over ten sites and is currently used by 3,000 users – providers/nurses/staff. The functionality includes a messaging capability that can be viewed securely by the providers engaged in this process.</p> <p><u>Infrastructure:</u> SNC has a fully managed co-located facility in an AT&T data center located in Irvine, CA. The data center is at a Tier 4 level with a shared infrastructure that provides excellent service, reliability, and availability. The SNC application has four environments – development, testing, and production. The uptime of the application is 99.99 percent. The application environment runs on virtualized VMware clusters. Data is stored on redundant arrays and nightly backed-up both at Irvine and SNC's Newport Beach Disaster Recovery (DR) centers to Network Application Storage (NAS) servers. Nightly back-ups are performed to Linear Tape-Open (LTO) Jukeboxes in an encrypted manner. The SNC</p>

	<p>Datacenter is Health Insurance Portability and Accountability Act (HIPAA) Compliant.</p> <p>The DR site is located at Newport Beach. The Recovery Time Objective (RTO) is four hours and Recovery Point Objective (RPO) is one hour. SNC's DR plan is validated by third-party auditors annually.</p>
Financial Analysis	<p>Budget:</p> <p>Original contract Maximum (max sites = 407*)\$7,000,000</p> <p>Amendment 1 costs:</p> <p>One-time costs:</p> <p>None (fully hosted solution with no up front on-time costs)</p> <p>Ongoing annual costs:</p> <p>Services site license fee \$399,168</p> <p>(96 sites * \$173.25/mo * 24 mo)</p> <p>Pool dollars \$60,250</p> <p>Sub-total Contract Costs: \$459,418</p> <p>New Contract Maximum (max sites = 503)..... \$7,459,418</p> <p>Optional contingency cost (10%) \$745,941 (NEW)</p>
Risk Analysis	<p>RISK MITIGATION:</p> <p>DHS DISO has reviewed and cleared the security and privacy issues. Subsequently, the County Chief Information Security Officer (CISO) reviewed the Amendment and did not identify any IT security or privacy related issues.</p>
CIO Approval	<p>PREPARED BY:</p> <p> Sanmay Mukhopadhyay, Sr. Associate CIO</p> <p><u>10/21/15</u> Date</p> <hr/> <p>APPROVED:</p> <p> Richard Sanchez, Chief Information Officer</p> <p><u>10-21-15</u> Date</p>

Please contact the Office of the CIO (213.253.5600 or info@cio.lacounty.gov) for questions concerning this CIO Analysis. This document is also available online at <http://ciointranet.lacounty.gov/>

AGREEMENT FOR WEB-BASED eCONSULT SYSTEM AND RELATED SERVICES

Amendment No. 1

THIS AMENDMENT is made and entered into this _____ day of _____, 2015,

By and between

COUNTY OF LOS ANGELES
(hereafter "County"),

And

SAFETYNET CONNECT, INC.
(hereafter "Contractor")

Business Address:

4600 Campus Dr, Suite 101
Newport Beach, CA 92660

WHEREAS, reference is made to that certain document entitled "Agreement for Web-Based eConsult System and Related Services," dated October 29, 2013, and further identified as Agreement No.: H-705933, and any amendments and change notices thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to add additional sites, to increase the Agreement amount by \$459,418, not to exceed the maximum contract sum of \$7,459,418, and to provide for the other changes set forth herein; and

WHEREAS, Agreement provides that changes, in accordance to Paragraph 6, Change Notices and Amendments, may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon execution.

2. Agreement, Paragraph 5.0, Work and System Acceptance, Sub-paragraph 5.1.4(a) is deleted in its entirety, and replaced as follows:

“5.1.4 Data Security

(a) In General. Contractor will maintain and enforce administrative safeguards pursuant to 45 C.F.R. § 164.306, technical safeguards pursuant to 45 C.F.R. § 164.308, physical safeguards pursuant to 45 C.F.R. § 164.310, and policies and procedures pursuant to 45 C.F.R. § 164.316 that reasonably protects the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Security Rule. Further, Contractor (a) will maintain and enforce security procedures that are (1) at least equal to industry standards for such types of data and locations, (2) in accordance with reasonable Customer security requirements, and (3) which provide reasonably appropriate physical, technical, and administrative safeguards against accidental or unlawful destruction, loss, alteration, or unauthorized access, acquisition, use, or disclosure of Customer Information and all other data owned by Customer and accessible by Contractor under this Agreement. Contractor shall comply with all requirements of the HITECH Act related to privacy and security that apply to covered entities, as that term is defined in HIPAA, including requirements set forth in Exhibit N, Data Security Requirements, of this Agreement.”

3. Agreement is modified to add Sub-paragraph 60, Time Off For Voting, as follows:

“60. TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.”

4. Agreement, Exhibit D, Price and Schedule of Payments, is deleted and replaced in its entirety by Exhibit D-1, attached hereto and incorporated herein by reference. All references to Exhibit D in the Agreement shall hereafter be replaced by Exhibit D-1.

5. Agreement, Attachment D-2, Sites, is deleted and replaced in its entirety by Attachment D-3, Sites, attached hereto and incorporated herein by reference. All references to Attachment D-2 in the Agreement shall hereafter be replaced by Attachment D-3.

6. Agreement, Exhibit E, Contractor's Obligations as a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) is deleted and replaced in its entirety by Exhibit E-1, BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA") attached hereto and incorporated herein by reference. All references to Exhibit E in the Agreement shall hereafter be replaced by Exhibit E-1.

7. Agreement is modified to add Exhibit N, Data Security Requirements, attached hereto and referenced herein.

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County's Director of Health Services and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____ for
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
MARY C. WICKHAM
Interim County Counsel

By _____
Edward Yen, Esq.
Deputy County Counsel

EXHIBIT D-1

PRICE AND SCHEDULE OF PAYMENTS

System License/Access Fees:

Maximum System License / Access Fees: \$ 7,206,798

The maximum System License / Access Fees is the maximum amount of System License / Access Fees payable under this Agreement. The actual amount of System License / Access Fees paid under this Agreement may be less than the maximum System License / Access Fees due to the actual go-live date of each Site listed in Attachment D-3. The actual amount of System License / Access Fees may be further reduced due to actual number of Sites that are live.

System License / Access Fees calculated as follows:

Site Number	Fee per Site / Month	Fee per Site / Month
	Initial 36 Months	12 Months Effective After Initial 36 Month Period
1 – 36	\$0	\$0
37 – 263	\$511.50	\$293.69
264 – 407	\$301.79	\$173.25
408 – 503	\$301.79	\$173.25

Subject to a properly executed Change Notice or Amendment modifying this Exhibit D-1 (Price and Schedule of Payments) and Attachment D-3 (Sites) attached hereto, County may add additional Sites above the 503 allocated under this Agreement at rates to be negotiated. The System License/Access Fees and Maximum Contract Sum shall be adjusted as applicable, subject to County's authorization.

Adjustment of Maximum System License / Access Fees:

In the event of a reduction in Sites of 25% or more in a given calendar year, the rates for the DHS Contractor and the Buffer Sites shall be adjusted as of January of the following calendar year as follows (the pricing for the Initial Sites and Developer Sites are not adjusted):

Percentage Reduction	Adjusted Price Years 1-3	Adjusted Price Year 4
Initial 25% reduction in Sites	\$358.05	\$207.68
Next 25% reduction in Sites	\$409.20	\$234.95
Next 25% reduction in Sites	\$460.35	\$264.32
Next 25% reduction in Sites	\$511.50	\$293.69

Notwithstanding any reduction or loss of Sites as set forth above, County's minimum requirement under this Agreement is the System License / Access fees for the Developer Sites and Initial Sites.

Unlimited License for all Authorized Users (*included*)

Product Support Documentation (*included*)

Project & Resource Plan

System Documentation

Technical Specification Documentation

Training Materials and Manuals (pursuant to Paragraph 2.2 of Exhibit B, Statement of Work)

Maintenance and Support Services (*included*)

Hosting Services (*included*)

Pool Dollars:

\$ 252,620

Additional Work performed in excess of the total Pool Hours is paid out of the total available Pool Dollars. The total, aggregate amount that may be paid to Contractor for such Additional Work in excess of the Pool Hours is capped at the amount of Pool Dollars stated above. County has no obligation to Contractor for any amounts in excess of the total Pool Dollars stated herein. The Pool Dollars is not a commitment or offer on the part of County to spend such amounts for Additional Work.

Pool Hours:

150Hours

Contractor agrees to provide 150 hours of Additional Work subject to the conditions set forth in Paragraph 5.1.5 (Additional Work) at no cost to the County. The Pool Hours will be available to County as of the Effective Date and expire 4 years after the Effective Date. Additional Work performed by

Contractor during this period shall be credited out of available Pool Hours before Pool Dollars are utilized as stated above pursuant to Paragraph 6.0 (Change Notices and Amendments). The total, aggregate amount that may be allocated from Pool Hours for such Additional Work is capped at the amount set forth herein subject to Paragraph 6.3 (Amendments). County has no obligation to Contractor for any amounts in excess of the total Pool Hours and Pool Dollars. Additional Work performed by Contractor in excess of the Pool Hours stated above shall be paid at the Hourly Labor Rate of \$200, and is subject to the conditions set forth in Paragraph 5.1.5 (Additional Work).

Maximum Contract Sum:

\$ 7,459,418

(Maximum System License/Access Fees + Pool Dollars + ^{}Pool Hours)*

Maximum Contract Sum is the total amount that can be paid by County to Contractor under this Agreement.

Based upon the projected rollout of all Sites as set forth in this Agreement, the System License / Access Fees may equal or be less than the Maximum Contract Sum, but no case will such System License / Access Fees be greater than the Maximum Contract Sum.

Schedule of Payments

From the Effective Date through the end of 2013, Contractor shall invoice County for all System License / Access Fees to be incurred in 2013 upon System Acceptance. The System License / Access Fees to be incurred in 2013 are as follows: (a) all Developer Sites; (b) all Initial Sites; and (c) 84 of the 114 Expansion Sites (Phase I).

Beginning January 2014, County shall pay Contractor's invoices on a quarterly basis in arrears. Subject to the reduction in Sites as set forth above, County shall be responsible for System License / Access Fees for all Sites set forth in Attachment D-3, as of the date such Buffer Sites are live.

ATTACHMENT D-3 SITES

The following tables identify the Sites, as of the Effective Date, that are subject to this Agreement. The following categories of Sites are identified below: (a) Developer Sites; (b) Initial Sites; (c) DHS Contractor Sites; and (d) Buffer Sites.

DEVELOPER SITES (36)

The tables below represent those Sites that are or will be live as of the Effective Date. There are 36 Developer Sites. The pricing for such Sites is set forth in Exhibit D-1. In the event a Developer Site closes or otherwise no longer uses eConsult, County may, upon notice to Contractor, substitute such Developer Site with another Site, or otherwise add or remove a Developer Site from the Table below, as amended from time-to-time. Pricing for Developer Sites shall not change based upon the number of active Sites.

DHS Sites Contracted under the LADHS/Safety Net Connect Agreement

DHS Primary Care sites (36 sites total):

Site No.	Site Name	Site Address
1	Antelope Valley HC	44900 N. 60th St W, Lancaster, CA 93536
2	Bellflower HC	10005 E. Flower Ave, Bellflower, CA90706
3	Dollarhide HC	1108 N. Oleander, Compton, CA 90220
4	El Monte CHC	10953 Ramona Blvd, El Monte, CA 91731
5	Glendale HC	501 N. Glendale Ave, Glendale, CA91206
6	Harbor UCLA Adults and Pediatrics (Clinic #1)	1000 W. Carson St, Torrance, CA 90502
7	Harbor UCLA Adults and Pediatrics (Clinic #2)	1000 W. Carson St, Torrance, CA 90502
8	Harbor UCLA Adults and Pediatrics (Clinic #3)	1000 W. Carson St, Torrance, CA 90502
9	Harbor UCLA Adults and Pediatrics (Clinic #4)	1000 W. Carson St, Torrance, CA 90502
10	Harbor UCLA Adults and Pediatrics (Clinic #5)	1000 W. Carson St, Torrance, CA 90502
11	High Desert MACC	44900 N. 60th St W, Lancaster, CA 93536
12	Hudson CHC	2829 S. Grand Ave, Los Angeles, CA 90710
13	Humphrey CHC	5850 S. Main St, Los Angeles, CA 90003
14	La Puente HC	15930 Central Ave, La Puente, CA 91744
15	LAC+USC (Clinic #1)	1100 N. State St, Los Angeles, CA 90033, OPD Building
16	LAC+USC (Clinic #2)	1100 N. State St, Los Angeles, CA 90033, OPD Building
17	LAC+USC (Clinic #3)	1100 N. State St, Los Angeles, CA 90033, OPD Building
18	LAC+USC (Clinic #4)	1100 N. State St, Los Angeles, CA 90033, OPD Building
19	LAC+USC (Clinic #5)	1100 N. State St, Los Angeles, CA 90033, OPD Building
20	LAC+USC (Clinic #6)	1100 N. State St, Los Angeles, CA 90033, OPD Building
21	LAC+USC (Clinic #7)	1100 N. State St, Los Angeles, CA 90033, OPD Building
22	LAC+USC (Clinic #8)	1100 N. State St, Los Angeles, CA 90033, OPD Building
23	LAC+USC (Clinic #9)	1100 N. State St, Los Angeles, CA 90033, OPD Building
24	Lake Los Angeles HC	44900 N. 60th St W, Lancaster, CA 93536
25	Littlerock HC	44900 N. 60th St W, Lancaster, CA 93536
26	Long Beach CHC	1333 Chestnut Blvd, Long Beach, CA 90813
27	Mid-Valley CHC	7515 Van Nuys Blvd. Van Nuys, CA 91405
28	MLK MACC	12021 W. Wilmington Ave, Los Angeles, CA 90059
29	Olive View Medical Center (Clinic #1)	14445 Olive View Dr., Sylmar, CA 91342
30	Olive View Medical Center (Clinic #2)	14445 Olive View Dr., Sylmar, CA 91342
31	Olive View Medical Center (Clinic #3)	14445 Olive View Dr., Sylmar, CA 91342
32	Rancho Los Amigos Primary Care	7601 E. Imperial Hwy, Downey, CA 90242
33	Roybal CHC	245 S. Fetterly St, Los Angeles, CA 90022

34	San Fernando HC	1212 Pico St., San Fernando, CA 91340
35	South Valley HC	44900 N. 60th St W, Lancaster, CA 93536
36	Wilmington HC	1325 Broad Ave, Wilmington, CA 90744

INITIAL SITES (138)

The tables below represent those Sites that are or will be live as of the Effective Date. County is provided with a total of 138 Initial Sites, including the Initial Sites listed below, as may be amended from time-to-time. The pricing for such Sites is set forth in Exhibit D-1. In the event an Initial Site closes or otherwise no longer uses eConsult, County may, upon notice to Contractor, substitute such Initial Site with another Site, or otherwise add or remove an Initial Site from the Table below, as amended from time-to-time.

Pricing for Initial Sites shall not change based upon the number of active Sites. Notwithstanding as identified below with respect to Initial Sites to be added as they go live, the Sites identified in this Section, Initial Sites, represents 122 - DHS Medical Center/MACC Specialty submitting sites, 6 – Projected CHC Specialty submitting sites, and 9 other DHS Sites for a total of 138 Initial Sites. County may, upon notice to Contractor, add, remove, or substitute Initial Sites to the list of Initial Sites below.

DHS Medical Center/MACC Specialty submitting sites (122 sites)

No. of Sites	Site Name
37	Martin Luther King Jr Multi Service Ambulatory Care Center – Allergy
38	Martin Luther King Jr Multi Service Ambulatory Care Center - Cardiology
39	Martin Luther King Jr Multi Service Ambulatory Care Center - Chest
40	Martin Luther King Jr Multi Service Ambulatory Care Center - Dermatology
41	Martin Luther King Jr Multi Service Ambulatory Care Center - Endocrinology
42	Martin Luther King Jr Multi Service Ambulatory Care Center - Gastroenterology
43	Martin Luther King Jr Multi Service Ambulatory Care Center - Gynecology-OB
44	Martin Luther King Jr Multi Service Ambulatory Care Center - Hematology/Oncology
45	Martin Luther King Jr Multi Service Ambulatory Care Center - Nephrology
46	Martin Luther King Jr Multi Service Ambulatory Care Center - Neurology
47	Martin Luther King Jr Multi Service Ambulatory Care Center - OMFS
48	Martin Luther King Jr Multi Service Ambulatory Care Center - Rehab, PT, OT, ST
49	Martin Luther King Jr Multi Service Ambulatory Care Center - Ophthalmology/General
50	Martin Luther King Jr Multi Service Ambulatory Care Center - Orthopedic
51	Martin Luther King Jr Multi Service Ambulatory Care Center - Otolaryngology/ENT
52	Martin Luther King Jr Multi Service Ambulatory Care Center - Surgery
53	Martin Luther King Jr Multi Service Ambulatory Care Center - Radiology
54	Martin Luther King Jr Multi Service Ambulatory Care Center – Urology
55	High Desert Health System – Cardiology
56	High Desert Health System - Chest Medicine
57	High Desert Health System - Ear/Nose/Throat
58	High Desert Health System – Endocrinology
59	High Desert Health System – Gastrointestinal
60	High Desert Health System - Gynecology – OB
61	High Desert Health System - Hematology – Oncology
62	High Desert Health System – Nephrology
63	High Desert Health System – Neurology
64	High Desert Health System - Orthopedics
65	High Desert Health System - Physical Medicine- Rehab, OT, PT, ST
66	High Desert Health System - Podiatry-HD
67	High Desert Health System - Surgery-HD

68	High Desert Health System – Radiology
69	High Desert Health System - Urology-HD
70	LAC+USC Clinic Tower - Allergy/Immunology
71	LAC+USC Clinic Tower – Cardiology
72	LAC+USC Clinic Tower - Cardiothoracic Surgery
73	LAC+USC Clinic Tower - Emergency Department/Urgent Care
74	LAC+USC Clinic Tower - Dermatology
75	LAC+USC Clinic Tower – Endocrine
76	LAC+USC Clinic Tower – ENT
77	LAC+USC Clinic Tower - Gynecology – OB
78	LAC+USC Clinic Tower – Neurology
79	LAC+USC Clinic Tower - Ophthalmology and Optometry
80	LAC+USC Clinic Tower - Oral Maxillofacial Surgery
81	LAC+USC Clinic Tower – Orthopedics
82	LAC+USC Clinic Tower - Plastic/Reconstructive Surgery
83	LAC+USC Clinic Tower – Pulmonary
84	LAC+USC Clinic Tower - Surgery (Trauma, General, Colorectal)
85	LAC+USC Clinic Tower - Tumor Surgery
86	LAC+USC Clinic Tower – Urology
87	LAC+USC Clinic Tower - Burn Surgery
88	LAC+USC Clinic Tower - Vascular; Surgery
89	LAC+USC Diagnostic and Treatment Building – Radiology
90	LAC+USC Diagnostic and Treatment Building - Sleep Medicine
91	LAC+USC Inpatient Tower - Rehab, PT, OT, ST
92	LAC+USC Outpatient Building - Hematology-Oncology
93	LAC+USC Outpatient Building - Gastroenterology-Liver
94	LAC+USC Outpatient Building - Podiatry
95	LAC+USC Outpatient Building - Renal - Prevention and Management of Diabetic Nephropathy
96	LAC+USC Outpatient Building – Rheumatology
97	LAC+USC - Infectious Disease
98	LAC+USC – STAR Clinic
99	Harbor-UCLA Medical Center – Cardiology
100	Harbor-UCLA Medical Center - Cardiothoracic Surgery
101	Harbor-UCLA Medical Center - Pain Management
102	Harbor-UCLA Medical Center – Dermatology
103	Harbor-UCLA Medical Center - Endocrine
104	Harbor-UCLA Medical Center – Gastroenterology
105	Harbor-UCLA Medical Center - Surgery (General, Colo-Rectal, Trauma)
106	Harbor-UCLA Medical Center - Gynecology-OB
107	Harbor-UCLA Medical Center - Hematology – Oncology
108	Harbor-UCLA Medical Center - Infectious Disease
109	Harbor-UCLA Medical Center – Nephrology
110	Harbor-UCLA Medical Center - Neurology
111	Harbor-UCLA Medical Center – Neurosurgery
112	Harbor-UCLA Medical Center – Radiology
113	Harbor-UCLA Medical Center – Ophthalmology
114	Harbor-UCLA Medical Center – Optometry
115	Harbor-UCLA Medical Center - Oral Maxillofacial – Surgery
116	Harbor-UCLA Medical Center - Orthopedics
117	Harbor-UCLA Medical Center - Otolaryngology/Head and Neck Surgery
118	Harbor-UCLA Medical Center - Emergency Medicine/Urgent Care
119	Harbor-UCLA Medical Center - Plastic and Reconstructive Surgery
120	Harbor-UCLA Medical Center - Pulmonary/Chest/Allergy

121	Harbor-UCLA Medical Center - Renal Transplant
122	Harbor-UCLA Medical Center – Rheumatology
123	Harbor-UCLA Medical Center – Urology
124	Harbor-UCLA Medical Center - Vascular Surgery
125	Olive View-UCLA Medical Center – Cardiology
126	Olive View-UCLA Medical Center – Chest
127	Olive View-UCLA Medical Center – Dermatology
128	Olive View-UCLA Medical Center - Ear, Nose, and Throat
129*	Olive View-UCLA Medical Center - Endocrinology
130	Olive View-UCLA Medical Center - GYN – OB
131	Olive View-UCLA Medical Center - Gastroenterology
132	Olive View-UCLA Medical Center - General Orthopedics
133	Olive View-UCLA Medical Center - General Surgery
134	Olive View-UCLA Medical Center - Plastic Surgery
135	Olive View-UCLA Medical Center - Hematology/Oncology
136	Olive View-UCLA Medical Center - Infectious Disease
137	Olive View-UCLA Medical Center – Nephrology
138	Olive View-UCLA Medical Center - Neurology
139	Olive View-UCLA Medical Center - Radiology
140	Olive View-UCLA Medical Center - Ophthalmology – Optometry
141	Olive View-UCLA Medical Center - Allergy
142	Olive View-UCLA Medical Center - Podiatry
143	Olive View-UCLA Medical Center - Rheumatology
144	Olive View-UCLA Medical Center - Sleep Clinic
145	Olive View-UCLA Medical Center – Urology
146	Olive View-UCLA Medical Center - Vascular Surgery
147	Rancho Los Amigos - Rehabilitation, PT, OT, ST
148	Rancho Los Amigos - Cardiology
149	Rancho Los Amigos – Neurology
150	Rancho Los Amigos - ENT
151	Rancho Los Amigos - Eye
152	Rancho Los Amigos - Surgery
153	Rancho Los Amigos – Nephrology
154	Rancho Los Amigos - Neurosurgery
155	Rancho Los Amigos – Podiatry
156	Rancho Los Amigos – Rheumatology
157	Rancho Los Amigos - Surgical Arthritis
158	Rancho Los Amigos – Urology
159	Rancho Los Amigos – Specialty Clinic

CHC Specialty Submitting Sites (6 sites)

160	Edward R. Roybal CHC - Dermatology - General; Adult Edward R. Roybal CHC - Endocrine; Adult - Edward R. Roybal CHC - Gastroenterology; Adult Edward R. Roybal CHC - Gynecology Edward R. Roybal CHC - Liver; Adult Edward R. Roybal CHC - Optometry Edward R. Roybal CHC – Podiatry
161	El Monte CHC - Cardiology; Adult El Monte CHC - Gynecology El Monte CHC - Podiatry El Monte CHC - Renal; Adult - Kidney Diseases, Hypertension and Kidney Transplant

162	H. Claude Hudson CHC - Endocrine; Adult H. Claude Hudson CHC - Gynecology H. Claude Hudson CHC - Optometry H. Claude Hudson CHC - Podiatry H. Claude Hudson CHC - Renal; Adult - Nephrology, Hypertension, and Transplantation
163	Hubert Humphrey CHC - Ophthalmology-Optometry Hubert Humphrey CHC - Podiatry Hubert Humphrey CHC - Women's Health/Ob/Gyn Hubert Humphrey CHC - Cardiology Hubert Humphrey CHC – Endocrine
164	Long Beach Comprehensive Health Center - Dermatology Long Beach Comprehensive Health Center - Gyn Long Beach Comprehensive Health Center - Ophthalmology-Optometry Long Beach Comprehensive Health Center - Podiatry Long Beach Comprehensive Health Center – Urology
165	Mid-Valley Comprehensive Health Center - Cardiology Mid-Valley Comprehensive Health Center - Dermatology Mid-Valley Comprehensive Health Center - Ophthalmology Mid-Valley Comprehensive Health Center - Urology Mid-Valley Comprehensive Health Center - GYN-women's Health Mid-Valley Comprehensive Health Center – Podiatry

Other DHS Medical Center sites (9 sites)

166	Martin Luther King Jr Multi Service Ambulatory Care Center – Urgent Care/CCC
167	High Desert Health System – Urgent Care/CCC
168	Olive View-UCLA Medical Center – Emergency Dept/Urgent Care/CCC
169	Hubert Humphrey CHC – Urgent Care/ CCC
170	H. Claude Hudson CHC – Urgent Care/CCC
171	Harbor-UCLA Medical Center – Specialty Clinic
172	LAC+USC Medical Center – Specialty Clinic
173	Martin Luther King Jr Multi Service Ambulatory Care Center – Specialty Clinic
174	Olive View–UCLA Medical Center – Specialty Clinic

DHS CONTRACTOR SITES (180) – Effective on Go-Live Date

There are 180 total My Health LA Sites. The pricing for such Sites is set forth in Exhibit D-1. In the event a DHS Contractor Site closes or otherwise no longer uses eConsult, County may, upon notice to Contractor, substitute such Site with another Site. Pricing for DHS Contractor Sites may change, in accordance with the terms of Exhibit D-1 based upon the number of active Sites. County may, upon notice to Contractor, add, substitute, or remove a DHS Contractor Site from the Tables below, as amended from time-to-time.

My Health LA - 181 Sites – Effective on Go-Live Date

175	All For Health, Health For All, Inc. - Glendale -1	519 E. Broadway	Glendale	CA	91205
176	All For Health, Health For All, Inc.- Glendale – 2	520 E. Broadway, Suite 101	Glendale	CA	91205
177	All Inclusive Community Health Care – Burbank	1311 N. San Fernando Road	Burbank	CA	91504
178	Altamed Health Services Corp.- El Monte	10418 E. Valley Blvd., Suite B	El Monte	CA	91731
179	Altamed Health Services Corp.- Hollywood Presbyterian	1300 N. Vermont Ave.	Los Angeles	CA	90027
180	Altamed Health Services Corp.- West Covina	1300 S. Sunset Ave.	West Covina	CA	91790
181	Altamed Health Services Corp.- Buena Care	1701 Zonal Ave.	Los Angeles	CA	90033
182	Altamed Health Services Corp.- 1st Street	2219 E. First St.	Los Angeles	CA	90033
183	Altamed Health Services Corp.- Montebello	2321 W. Whittier Blvd.	Montebello	CA	90640
184	Altamed Health Services Corp.- Whittier	3945 E. Whittier Blvd.	Los Angeles	CA	90023
185	Altamed Health Services Corp.- Commerce	5427 Whittier Blvd., #101	Los Angeles	CA	90022
186	Altamed Health Services Corp.- Pico Rivera Passons	6336 Passons Blvd.	Pico Rivera	CA	90660
187	Altamed Health Services Corp.- Bell	6901 Atlantic Ave.	Bell	CA	90201
188	Altamed Health Services Corp.- Pico Rivera	9436 E. Slauson Ave.	Pico Rivera	CA	90660
189	Antelope Valley Community Clinic – Lancaster	44216/44220 10th St. West	Lancaster	CA	93534
190	Antelope Valley Community Clinic – Palmdale	2151 E. Palmdale Blvd.	Palmdale	CA	93550
191	Antelope Valley Community Clinic - Lancaster HW	45104 10th St. West	Lancaster	CA	93534
192	APLA Health and Wellness Center	3743 S. La Brea Ave	Los Angeles	CA	90016
193	Arroyo Vista Family Health Foundation - Lincoln Heights	2411 N. Broadway	Los Angeles	CA	90031
194	Arroyo Vista Family Health Foundation - Loma Drive	303 Loma Drive, Suite 202	Los Angeles	CA	90017
195	Arroyo Vista Family Health Foundation - El SerenoValley	4815 Valley Blvd., Suite C	Los Angeles	CA	90032
196	Arroyo Vista Family Health Foundation - El Sereno Huntington Drive	4837 Huntington Dr. North	Los Angeles	CA	90032
197	Arroyo Vista Family Health Foundation - Highland Park	6000 N. Figueroa St.	Los Angeles	CA	90042
198	Arroyo Vista Family Health Foundation - Mobile Clinic	6000 N. Figueroa St.	Los Angeles	CA	90042
199	Asian Pacific Health Care Venture Inc. - Los Feliz Health Center	1530 Hillhurst Ave.	Los Angeles	CA	90027
200	Asian Pacific Health Care Venture Inc.-Belmont	180 Union Place	Los Angeles	CA	90026
201	Asian Pacific Health Care Venture Inc.-El Monte	9960 Baldwin Place	El Monte	CA	91731
202	Bartz-Altadonna Community Health Center	43322 Gingham Ave., Suite 105	Lancaster	CA	93535
203	Benevolence Industries, Inc. - Central Medical	3533 West Pico Blvd	Los Angeles	CA	90019
204	Benevolence Industries, Inc. – Crenshaw	3631 Crenshaw Blvd. Suite 109	Los Angeles	CA	90016
205	Bienvenidos Children's Center Inc. – Atlantic	507 S. Atlantic Blvd.	Los Angeles	CA	90022
206	Center for Family Health and Education, Inc	8727 Van Nuys Blvd.,	Panorama City	CA	91402

		#102			
207	Central City Community Health Center	5970 S. Central Ave.	Los Angeles	CA	90001
208	Central Neighborhood Health Foundation-Grand	2614 S. Grand Ave.	Los Angeles	CA	90007
209	Central Neighborhood Health Foundation – Central	2707 S. Central Ave.	Los Angeles	CA	90011
210	Chinatown Service Center - San Gabriel	320 S. Garfield Ave., Suite 118	Alhambra	CA	91801
211	Chinatown Service Center - Hill Street	767 N. Hill St., Suite 200	Los Angeles	CA	90012
212	Clinica Msr. Oscar A. Romero- Alvarado Clinic	123 S. Alvarado St.	Los Angeles	CA	90057
213	Clinica Msr. Oscar A. Romero- Children’s Clinic	201 S. Alvarado St.	Los Angeles	CA	90057
214	Clinica Msr. Oscar A. Romero- Marengo Clinic	2032 Marengo St.	Los Angeles	CA	90033
215	Community Health Alliance Of Pasadena – Lake	1800 N. Lake Ave.	Pasadena	CA	91104
216	Community Health Alliance Of Pasadena - Fair Oaks	1855 N. Fair Oaks Ave., 200	Pasadena	CA	91103
217	Community Health Alliance Of Pasadena - Del Mar	3160 E. Del Mar Blvd., 100	Pasadena	CA	91107
218	Complete Care Community Health	2928 E Cesar Chavez Ave	Los Angeles	CA	90033
219	Comprehensive Community Health Center - Highland Park	5059 York Blvd.	Los Angeles	CA	90042
220	Comprehensive Community Health Center - Eagle Rock Clinic	1704 Colorado Blvd.	Los Angeles	CA	90041
221	Comprehensive Community Health Center - North Hollywood	12157 Victory Blvd.	North Hollywood	CA	91606
222	Comprehensive Community Health Center – Glendale	801 S. Chevy Chase Dr., Suite 250	Glendale	CA	91205
223	East Valley Community Health Center – Pomona	1555 South Garey Ave.	Pomona	CA	91768
224	East Valley Community Health Center - La Puente	17840 E. Villacorta St.	La Puente	CA	91744
225	East Valley Community Health Center - West Covina	420 S. Glendora Ave.	West Covina	CA	91790
226	El Proyecto del Barrio - Azusa	150 N. Azusa Ave.	Azusa	CA	91702
227	El Proyecto del Barrio - Winnetka	20800 Sherman Way	Winnetka	CA	91306
228	El Proyecto del Barrio - Arleta	8902 Woodman Ave.	Arleta	CA	91331
229	Family Health Care Centers Of Greater Los Angeles - Bell Gardens	6501 Garfield Ave.	Bell Gardens	CA	90201
230	Family Health Care Centers Of Greater Los Angeles - Hawaiian Gardens	22310 Wardham Ave.	Hawaiian Gardens	CA	90716
231	Garfield Health Center	210 N. Garfield Ave., Suite 203	Monterey Park	CA	91754
232	Harbor Community Clinic - San Pedro	593 W. 6th St.	San Pedro	CA	90731
233	Harbor Community Clinic - Pediatrics	731 S. Beacon St.	San Pedro	CA	90731
234	Herald Christian Health Center	923 S. San Gabriel Blvd.	San Gabriel	CA	91776
235	JWCH Institute, Inc.- Wesley Lynwood	3591 E. Imperial Hwy.	Lynwood	CA	90262
236	JWCH Institute, Inc.- Weingart	522 S. San Pedro St.	Los Angeles	CA	90013
237	JWCH Institute, Inc.- Bell Gardens Community Health Center	6912 Ajax Ave.	Bell Gardens	CA	90201
238	JWCH Institute, Inc.- Norwalk Regional Health Center	12360 E. Firestone Blvd.	Norwalk	CA	90650
239	JWCH Institute, Inc.- Wesley Bellflower	14371 Clark Ave.	Bellflower	CA	90706
240	JWCH Institute, Inc.- Medical Clinic Path	340 N. Madison Ave.	Los Angeles	CA	90004
241	JWCH Institute, Inc. – St. George	115 E. 3 rd St.	Los Angeles	CA	90013
242	JWCH Institute, Inc. – Downtown Women’s Center	442 S. San Pedro St.	Los Angeles	CA	90013
243	JWCH Institute, Inc. – Weingart 2	515 E. 6 th St.	Los Angeles	CA	90021
244	JWCH Institute, Inc. – Bell Shelter	5600 Rickenbaucker Rd., Bldg 1E	Bell	CA	90201
245	JWCH Institute, Inc. – Abbey Apartment	625 S. San Pedro St.	Los Angeles	CA	90014
246	Kedren Community Health Center	4211 Avalon Blvd	Los Angeles	CA	90011

247	Korean Health Education Information and Research	3727 W. 6th St., Suite 200	Los Angeles	CA	90020
248	Los Angeles Christian Health Center - Telecare Core LA	1005 S. Central Ave.	Los Angeles	CA	90021
249	Los Angeles Christian Health Center - Pico Aliso	1625 E. 4th Street	Los Angeles	CA	90033
250	Los Angeles Christian Health Center - Exodus Recovery	1920 Marengo Street	Los Angeles	CA	90033
251	Los Angeles Christian Health Center - Joshua House	311 E. Winston Ave.	Los Angeles	CA	90013
252	Los Angeles Christian Health Center - New Genesis	452 S. Main Street	Los Angeles	CA	90013
253	Los Angeles Christian Health Center - Telecare Service Area 4	600 St. Paul Street, Suite 100	Los Angeles	CA	90017
254	Los Angeles Christian Health Center – World Impact	2003 E. Imperial Hwy.	Los Angeles	CA	90059
255	Los Angeles Christian Health Center – Anne Douglas Center	303 E. 5 th St.	Los Angeles	CA	90013
256	Los Angeles Christian Health Center – Gateway at Percy Village	3455 Percy St.	Los Angeles	CA	90023
257	Los Angeles Christian Health Center – Lamp Community	527 S. Crocker St	Los Angeles	CA	90013
258	Los Angeles Christian Health Center – Midnight Mission	601 S. San Pedro St.	Los Angeles	CA	90014
259	Los Angeles Christian Health Center – Volunteers of America	601 S. San Julian St.	Los Angeles	CA	90014
260	Los Angeles Free Clinic - Hollywood-Wilshire Health Center	5205 Melrose Ave.	Los Angeles	CA	90038
261	Los Angeles Free Clinic – S. Mark Taper	6043 Hollywood Blvd.	Los Angeles	CA	90028
262	Los Angeles Free Clinic – Beverly	8405 Beverly Blvd.	Los Angeles	CA	90048
263	Mission City Community Network Inc. -North Hills	15206 Parthenia St.	North Hills	CA	91343
264	Mission City Community Network Inc. – Parthenia	15210 Parthenia St.	North Hills	CA	91343
265	Mission City Community Network Inc. – Hollywood	4842 Hollywood Blvd.	Los Angeles	CA	90027
266	Mission City Community Network Inc. – Northridge	8363 Reseda Blvd., #11	Northridge	CA	91324
267	Mission City Community Network Inc.- Pacoima	9919 Laurel Canyon Blvd.	Pacoima	CA	91331
268	Mission City Community Network Inc.- SFV Mobile Clinic	9919 Laurel Canyon Blvd.,	Pacoima	CA	91331
269	Mission City Community Network Inc.- Orange Grove	1818 N. Orange Grove Ave.	Pomona	CA	91767
270	Mission City Community Network Inc.- Prairie	301 N. Prairie Ave., #311	Inglewood	CA	90301
271	Mission City Community Network Inc.- Inglewood	501 E. Hardy St., Suite 110	Inglewood	CA	90301
272	Mission City Community Network Inc.- Monrovia	513 E. Lime Ave.	Monrovia	CA	91016
273	Northeast Community Clinic - Harbor City Health Center	1403 Lomita Blvd.	Harbor City	CA	90710
274	Northeast Community Clinic – CFC	1414 S. Grand Ave.	Los Angeles	CA	90015
275	Northeast Community Clinic - Wilmington	200 E. Anaheim St.	Wilmington	CA	90744
276	Northeast Community Clinic - Gage Health Center	2975 Zoe Ave.	Huntington Park	CA	90255
277	Northeast Community Clinic – Foshay	3751 S. Harvard Blvd.	Los Angeles	CA	90018
278	Northeast Community Clinic - Hawthorne	4455 W. 117th St., Suite 300	Hawthorne	CA	90250
279	Northeast Community Clinic - Highland Park	5428 N. Figueroa St.	Los Angeles	CA	90042
280	Northeast Community Clinic - Women's Health Center	5820 N. Figueroa St.	Los Angeles	CA	90042
281	Northeast Community Clinic – Grand	1400 S. Grand Ave.	Los Angeles	CA	90015
282	Northeast Community Clinic – Bell	4129 Gage Ave.	Bell	CA	90201
283	Northeast Community Clinic - Elizabeth	4811 Elizabeth St.	Cudahy	CA	90201

284	Northeast Valley Health Corporation - San Fernando High Teen Health Center	11133 O'Melveny Ave.	San Fernando	CA	91340
285	Northeast Valley Health Corporation - Homeless Health Center/Mobile	1172 Maclay Ave San Fernando"	91340		
286	Northeast Valley Health Corporation - Maclay Health Center for Children	12540 Pierce St.	Pacoima	CA	91331
287	Northeast Valley Health Corporation - Pacoima Health Center	12756 Van Nuys Blvd.	Pacoima	CA	91331
288	Northeast Valley Health Corporation - LA Mission College	13356 Eldridge Ave.	Sylmar	CA	91342
289	Northeast Valley Health Corporation - San Fernando Health Center	1600 San Fernando Rd.	San Fernando	CA	91340
290	Northeast Valley Health Corporation - Santa Clarita Health Center	18533 Soledad Canyon Rd.	Santa Clarita	CA	91351
291	Northeast Valley Health Corporation - Valencia Health Center	23763 Valencia Blvd.	Valencia	CA	91355
292	Northeast Valley Health Corporation - Van Nuys Health Center	6551 Van Nuys Blvd., Suite 201	Van Nuys	CA	91401
293	Northeast Valley Health Corporation - Canoga Park Health Center	7107 Remmet Ave.	Canoga Park	CA	91303
294	Northeast Valley Health Corporation - Van Nuys Pediatric Health and WIC Center	7138 Van Nuys Blvd.	Van Nuys	CA	91405
295	Northeast Valley Health Corporation - Sun Valley Health Center	7223 N. Fair Ave.	Sun Valley	CA	91352
296	Northeast Valley Health Corporation - Homeless Health Center	7843 Lankershim Blvd.	North Hollywood	CA	91605
297	Pediatric and Family Medical Center – Eisner	1530 S. Olive St.	Los Angeles	CA	90015
298	Pomona Community Health Center - Park	750 S. Park Ave., Suite 101	Pomona	CA	91766
299	Pomona Community Health Center – Holt	1450 Holt Ave.	Pomona	CA	91767
300	QueensCare Health Centers – Sunol	133 N. Sunol Dr.	Los Angeles	CA	90063
301	QueensCare Health Centers - Echo Park	150 North Reno Street	Los Angeles	CA	90026
302	QueensCare Health Centers – Bresee	184 S. Bimini Place	Los Angeles	CA	90004
303	QueensCare Health Centers - Eagle Rock	4448 York Blvd.	Los Angeles	CA	90041
304	QueensCare Health Centers - Hollywood	4618 Fountain Ave.	Los Angeles	CA	90029
305	Samuel Dixon Family Health Center Inc. - Val Verde Health Center	30257 San Martinez Rd.	Val Verde	CA	91384
306	Samuel Dixon Family Health Center Inc. – Newhall	23772 Newhall Ave.	Newhall	CA	91321
307	South Bay Family Healthcare Center - Redondo Beach	2114 Artesia Blvd.	Redondo Beach	CA	90278
308	South Bay Family Healthcare Center – Gardena	742 W. Gardena Blvd.	Gardena	CA	90247
309	South Bay Family Healthcare Center – Inglewood	1091 S. La Brea Ave.	Inglewood	CA	90301
310	South Bay Family Healthcare Center - Carson High School	270 E. 223rd St.	Carson	CA	90745
311	South Central Family Health Care – Huntington Park	2680 Saturn Ave., #220, 280	Huntington Park	CA	90255
312	South Central Family Health Care – Wellness Center	3410 S. Hooper Ave.	Los Angeles	CA	90011
313	South Central Family Health Care – S. Mark Taper	4000 S. Main St.	Los Angeles	CA	90037
314	South Central Family Health Care – HC	4425 S. Central Ave.	Los Angeles	CA	90011
315	Southern California Medical Center, Inc. - El Monte	12100 Valley Blvd.	El Monte	CA	91732
316	Southern California Medical Center, Inc. - Pico Rivera	8825 Whittier Blvd	Pico Rivera	CA	90660
317	St. John's Well Child And Family Center - Los	1910 Magnolia Street	Los Angeles	CA	90007

	Angeles				
318	St. John's Well Child And Family Center - Lincoln Height	2512 Alta St.	Los Angeles	CA	90031
319	St. John's Well Child And Family Center – Louis Frayser	5701 S. Hoover St.	Los Angeles	CA	90037
320	St. John's Well Child And Family Center - Hyde Park	6505 8th Ave.	Los Angeles	CA	90043
321	St. John's Well Child And Family Center - Dr. Kenneth Williams	808 W. 58th St.	Los Angeles	CA	90037
322	St. John's Well Child And Family Center - Mobile Unit #1 - Health Access Express	808 W. 58th St.	Los Angeles	CA	90037
323	St. John's Well Child And Family Center – Dominguez	15301 S. San Jose Ave.	Compton	CA	90221
324	St. John's Well Child And Family Center - Washington Health Center	1555 W. 110th St.	Los Angeles	CA	90047
325	St. John's Well Child And Family Center - Rancho Dominguez	15715 S. Atlantic Ave.	Compton	CA	90221
326	St. John's Well Child And Family Center – Compton	2115 N. Wilmington Ave.	Compton	CA	90222
327	St. John's Well Child And Family Center - Manual Art	4085 S. Vermont Ave.	Los Angeles	CA	90037
328	T.H.E. Clinic, Inc - Ruth Temple	3834 S. Western Ave.	Los Angeles	CA	90062
329	Tarzana Treatment Center – Palmdale	422 W. Avenue P	Palmdale	CA	93551
330	Tarzana Treatment Center – Lancaster	907 W. Lancaster Blvd.	Lancaster	CA	93534
331	The Achievable Foundation	5901 Green Valley Circle, Suite 320	Culver City	CA	90230
332	The Children's Clinic Servicing Children And Their Families - The Vasek Polak	1057 Pine Ave.	Long Beach	CA	90813
333	The Children's Clinic Servicing Children And Their Families - North Long Beach At Hamilton Middle School	1060 E. 70th St.	Long Beach	CA	90805
334	The Children's Clinic Servicing Children And Their Families - Multi-Service Center	1301 West 12th Street	Long Beach	CA	90813
335	The Children's Clinic Servicing Children And Their Families – Bellflower	17660 Lakewood Blvd.	Bellflower	CA	90706
336	The Children's Clinic Servicing Children And Their Families – Westside	2125 Santa Fe Ave.	Long Beach	CA	90810
337	The Children's Clinic Servicing Children And Their Families - Central Long Beach	2360 Pacific Ave.	Long Beach	CA	90806
338	The Children's Clinic Servicing Children And Their Families - S. Mark Taper Foundation	455 E. Columbia St.	Long Beach	CA	90806
339	The Children's Clinic Servicing Children And Their Families - Cesar Chavez	730 W. 3rd St.	Long Beach	CA	90802
340	The Children's Clinic Servicing Children And Their Families – International Elm School	700 Locust Ave.	Long Beach	CA	90813
341	The LA Gay and Lesbian Center	1625 N. Schrader Blvd.	Los Angeles	CA	90028
342	Universal Health Foundation	2020 E. First St.	Los Angeles	CA	90033
343	Universal Community Health Center	1005 East Washington Blvd., Suite A	Los Angeles	CA	90021
344	University Muslim Medical Association, Inc. – Florence	711 W. Florence Ave.	Los Angeles	CA	90044
345	University Muslim Medical Association, Inc – Fremont Wellness Center	8932 S. Avalon Blvd.	Los Angeles	CA	90003
346	Valley Community Clinic	6801 Coldwater Canyon Ave., Suite B1	North Hollywood	CA	91605
347	Venice Family Clinic - Simms/Mann Health And	2509 Pico Blvd.	Santa Monica	CA	90405

	Wellness Center				
348	Venice Family Clinic - Colen Family Health Center	4700 Inglewood Blvd.	Culver City	CA	90230
349	Venice Family Clinic - Venice Family Clinic	604 Rose Ave.	Venice	CA	90291
350	Venice Family Clinic - Robert Levine Family Health Center	905 Venice Blvd.	Venice	CA	90291
351	Watts Health Care Corporation - Watts Health Care Center	10300 Compton Ave.	Los Angeles	CA	90002
352	Watts Health Care Corporation - Crenshaw Community Health Center	3756 Santa Rosalia Dr.	Los Angeles	CA	90008
353	Westside Family Health Center	1711 Ocean Park Blvd.	Santa Monica	CA	90405
354	Wilmington Community Clinic – Avalon	1009 N. Avalon Blvd.	Wilmington	CA	90744
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BUFFER SITES (73)

There are 73 total Buffer Sites. The pricing for such Sites is set forth in Exhibit D-1. In the event a Buffer Site closes or otherwise no longer uses eConsult, County may, upon notice to Contractor, substitute such Buffer Site with another Site. County may, upon notice to Contractor, add, substitute, or remove Buffer Sites.

Department of Public Health - 15 Sites – Effective on Go-Live Date

408	DPH- Antelope Valley Health Center	335-B East Avenue K-6	Lancaster	CA	93535
409	DPH- Central Health Center	241 North Figueroa Street	Los Angeles	CA	90012
410	DPH- Curtis Tucker Health Center	123 West Manchester Blvd.	Inglewood	CA	90301
411	DPH- Glendale Health Center	501 North Glendale Avenue	Glendale	CA	91206
412	DPH- Hollywood/ Wilshire Health Center	5205 Melrose Avenue	Los Angeles	CA	90038
413	DPH- Martin Luther King Jr. Center for Public Health	11833 S. Wilmington Avenue	Los Angeles	CA	90059
414	DPH- Monrovia Health Center	330 West Maple Avenue	Monrovia	CA	91016
415	DPH- North Hollywood Health Center	5300 Tujunga Avenue	North Hollywood	CA	91601
416	DPH- Pacoima Health Center	13300 Van Nuys Blvd.	Pacoima	CA	91331
417	DPH- Pomona Health Center	750 South Park Avenue	Pomona	CA	91766
418	DPH- Ruth Temple Health Center	3834 South Western Avenue	Los Angeles	CA	90062
419	DPH- Satellite Clinic (Central for Community Health)	522 San Pedro Street 1st floor	Los Angeles	CA	90013
420	DPH- Simms/Mann Health & Wellness Center	2509 Pico Blvd.	Santa Monica	CA	90405
421	DPH- Torrance Health Center	711 Del Amo Blvd.	Torrance	CA	90502
422	DPH- Whittier Health Center	7643 South Painter Ave.	Whittier	CA	90602

Sherriff's Department (Medical Services Bureau) – 8 Sites – Effective on Go-Live Date

423	MSB- CRDF	11705 S. Alameda Ave	Lynwood	CA	90262
424	MSB- CTC	450 Bauchet Street	Los Angeles	CA	90012
425	MSB- IRC	450 Bauchet Street	Los Angeles	CA	90012
426	MSB- MCJ	450 Bauchet Street	Los Angeles	CA	90012
427	MSB- TOWER 1	450 Bauchet Street	Los Angeles	CA	90012
428	MSB- TOWER 2	441 Bauchet Street	Los Angeles	CA	90012
429	MSB- PDC	29310 The Old Road	Castaic	CA	91384
430	MSB- Urgent Care	450 Bauchet Street	Los Angeles	CA	90012
431	MSB- Cardiology Clinic	450 Bauchet Street	Los Angeles	CA	90012

Juvenile Courts Health Services – 14 sites – Effective on Go-Live Date

432	Central Juvenile Hall	1605 Eastlake Avenue	Los Angeles	CA	90033
433	Barry J. Nidrof Juvenile Hall	16350 Filbert Street	Sylmar	CA	91342
434	Los Padrinos Juvenile Hall	7685 Quill Drive	Downey	CA	90242
435	Camp Clinton Afflerbaugh	6631 N. Stephens Ranch Road	La Verne	CA	91750
436	Dorothy Kirby Center	1500 S. McDonnell Avenue	Commerce	CA	90022

437	Camp David Gonzalez	1301 N. Las Virgenes Road	Calabasas	CA	91302
438	Camp William Mendenhall	42230 N. Lake Hughes Road	Lake Hughes	CA	93532
439	Camp Fred Miller	433 S. Encinal Canyon Road	Malibu	CA	90256
440	Camp John Munz	42220 N. Lake Hughes Road	Lake Hughes	CA	93532
441	Camp John Paige	6601 N. Stephens Ranch Road	La Verne	CA	91773
442	Camp Glenn Rocky	1900 N. Sycamore Canyon Road	San Dimas	CA	91350
443	Camp Joseph Scott	28700 Bouquet Canyon Road	Saugus	CA	91350
444	Camp Kenyon Scudder	28750 N. Bouquet Canyon Road	Saugus	CA	91350
445	Challenger Memorial Youth Center	5300 W. Avenue I	Lancaster	CA	93534
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EXHIBIT E-1

BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject

of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).

- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
 - 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
 - 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
 - 5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
 - 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief HIPAA Privacy Officer at: Chief HIPAA Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, HIPAA@auditor.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
 - (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.
- 5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.
- 5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.
- 5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.
- 5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.

- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
- (a) The date of the Disclosure;
 - (b) The name, and address if known, of the entity or person who received the Protected Health Information;
 - (c) A brief description of the Protected Health Information Disclosed; and
 - (d) A brief statement of the purpose of the Disclosure.
- 9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.
- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528
- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The

information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
 - 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.
 - 13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
 - (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
 - (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
- 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and

procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.

- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

EXHIBIT N

INFORMATION SECURITY REQUIREMENTS

This Exhibit sets forth information security procedures to be established by Contractor and maintained throughout the Term of the Agreement. These procedures are in addition to the requirements of the Agreement and the Business Associate Agreement between the Parties. They present a minimum standard only. However, it is Contractor's sole obligation to (i) implement appropriate measures to secure its systems and data, including Personally Identifiable Information, Protected Health Information, and Confidential Information, against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum standards set forth in this Exhibit will constitute a material, non-curable breach of the Agreement by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Agreement, to immediately terminate the Agreement. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. **Security Policy.** Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor personnel and subcontractors in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.
2. **Personnel and Contractor Protections.** Contractor shall screen and conduct background checks on all Contractor personnel and subcontractors contacting Confidential Information, including Personally Identifiable Information and Protected Health Information, for potential security risks and require all employees, contractors, and subcontractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor personnel and subcontractors with appropriate, ongoing training regarding information security procedures, risks, and threats. Contractor shall have an established set of procedures to ensure Contractor Personnel and subcontractors promptly report actual and/or suspected breaches of security.
3. **Removable Media.** Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict physical and logical security controls to prevent transfer of Personally Identifiable Information and Protected Health Information to any form of Removable Media. For purposes of this Exhibit, "**Removable Media**" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital

film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

4. **Storage, Transmission, and Destruction of Protected Health Information.** All Protected Health Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with HIPAA, as amended and supplemented by the HITECH Act. Without limiting the generality of the foregoing, Contractor will encrypt all electronic Protected Health Information (stored and during transmission) in accordance with HIPAA and the HITECH Act, as implemented by the U.S. Department of Health and Human Services. If Protected Health Information is no longer required to be retained by Contractor under the Agreement and applicable law, Contractor shall destroy such Protected Health Information by (a) shredding or otherwise destroying paper, film, or other hard copy media so that the Protected Health Information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Protected Health Information consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization¹ such that the Protected Health Information cannot be retrieved.
5. **Data Control; Media Disposal and Servicing.** Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of Protected Health Information), Personally Identifiable Information, Protected Health Information, and Confidential Information (i) may only be made available and accessible to those parties explicitly authorized under the Agreement or otherwise expressly approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using appropriate encryption technology as designated or approved by County in writing; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using encryption technology designated or approved by County in writing. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all County Confidential Information, including Personally Identifiable Information and Protected Health Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization²).
6. **Hardware Return.** Upon termination or expiration of the Agreement or at any time upon County's request, Contractor will return all hardware, if any, provided by County containing Personally Identifiable Information, Protected Health Information,

¹ Available at <http://www.csrc.nist.gov>

² Available at <http://www.csrc.nist.gov>

or Confidential Information to County. The Personally Identifiable Information, Protected Health Information, and County Confidential Information shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County. In the event the hardware containing Confidential Information or Personally Identifiable Information is owned by Contractor or a third-Party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated County security representative within fifteen (15) days of termination or expiration of the Agreement or at any time upon County's request. Contractor's destruction or erasure of Personally Identifiable Information and Protected Health Information pursuant to this Section shall be in compliance with industry Best Practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization³).

7. **Physical and Environmental Security.** Contractor facilities that process Personally Identifiable Information, Protected Health Information, or Confidential Information will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.
8. **Communications and Operational Management.** Contractor shall (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.
9. **Access Control.** Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:
 - a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
 - b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
 - c. Applications will include access control to limit user access to information and application system functions; and

³ Available at <http://www.csrc.nist.gov>

- d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.
10. **Compliance, Right to Audit, and Incident Notification.** Contractor must comply to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").
- a. **Security Incident.** A "Security Incident" shall have the meaning given to such term in 45 C.F.R. § 164.304.
 - b. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the occurrence) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
 - c. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
 - d. Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative on or before the first (1st) week of each calendar month. County or its third-party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of Personally Identifiable Information, Protected Health Information, and Confidential Information.
 - e. In the event County desires to conduct an unannounced penetration test, County shall provide contemporaneous notice to Contractor's Vice President of Audit, or such equivalent position. Any of County's regulators shall have the same right upon request. Contractor shall provide all information reasonably requested by County in connection with any such audits and shall provide reasonable access and assistance to County or its regulators upon request. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes. County reserves the right to view, upon request, any original security reports that Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these reports will be sent via bonded courier to the County security contact. Contractor will notify County of any new assessments.

11. **Contractor Self Audit.** Contractor will provide to County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third-party; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits. Relevant audits conducted by Contractor include:
- a. ISO 9001:2008 (Quality Systems) or FDA's Quality System Regulation, etc. – Contractor Wide. A full recertification is conducted every three (3) years with surveillance audits annually.
 - (i) **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.
 - (ii) **Internal Audit** – Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("**CQS**") in support of applicable regulations, standards, and requirements.
 - (iii) **Supplier Audit** – Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
 - (iv) **Detailed findings**- are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.
 - b. SSAE-16 (formerly known as SAS -70 II) – As to the Hosting Services only:
 - (i) Audit spans a full twelve (12) months of operation and is produced every six (6) months (end of June, end of December) to keep it "fresh."
 - (ii) The resulting detailed report is available to County.

Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

12. **Security Audits.** In addition to the audits described in Section 11 (Contractor Self Audit), during the Term of this Agreement, County or its third-party designee may annually, or more frequently as agreed in writing by the Parties, request a security audit of Contractor's data center and systems. The audit will take place at a time mutually agreed to by the Parties, but in no event on a date more than ninety (90) days from the date of the request by County. County's request for security audit will specify the areas (e.g., administrative, physical and technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third-party costs

associated with the audit. It is understood that summary data of the results may be filtered to remove the specific information of other Contractor customers such as IP address, server names, etc. Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators shall have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.